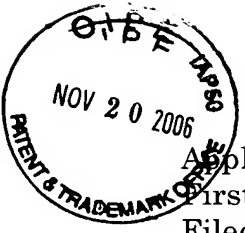


W DAC

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE



Application No. : 10/562,230 Confirmation No. :
First Named Inventor : David DICKERSON
Filed : December 23, 2005
TC/A.U. :
Examiner :

Docket No. : 101795.56948US
Customer No. : 23911

Title : Information System

**REQUEST FOR RECONSIDERATION AND RENEWED PETITION FOR
REVIVAL OF UNINTENTIONALLY ABANDONED APPLICATION
UNDER 37 C.F.R. § 1.137(b)**

Mail Stop Petition **November 20, 2006**
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

On December 23, 2005, Applicant submitted a Petition for Revival of Unintentionally Abandoned Application Under 37 C.F.R. § 1.137(b). In that petition, the Applicants noted that several of the co-inventors of the invention disclosed in the above-identified application were employees of Physoptics Opto-Electronic GmbH ("Physoptics"), and that by virtue of the German Employee Inventor's Law, Physoptics took over their rights to the application, worldwide. The petition further noted that Physoptics later went into bankruptcy and that the trustee refused to cooperate in the initiation of the U.S. National Phase proceedings. Following litigation between the Applicants and the Trustee in Bankruptcy, an agreement was reached releasing all rights to the present application, as well as several other applications. Finally, the petition concluded with the statement that,

“the entire delay in filing the required reply from the due date for the reply until the filing of a grantable petition pursuant to 37 C.F.R. § 1.137(b) was unintentional”.

The PCT application as well as the appropriate PCT filing fees were submitted with the petition, together with the petition fee of \$750 under 37 C.F.R. § 1.17(m).

In a Decision dated September 18, 2006, the foregoing petition was dismissed, without prejudice, for reasons articulated in the Decision itself. In particular, the Decision raised several issues concerning the facts surrounding the Applicants' delay in filing the appropriate papers in the United States, and indicated that the requirement that the entire delay in filing was unintentional has not been satisfied. In particular, the Decision stated that U.S. law did not prevent the inventors from making a national phase filing before the U.S. PTO, despite the fact that German law assigns the invention to the corporation, Physoptics. In addition, the Decision also pointed out that the application was abandoned on April 7, 2003, while Applicants filed suit to pursue the application in November 2003. Finally, the Decision also states that the inventors further delayed after obtaining a release of Physoptics' rights to the application.

In response to these points, Applicants note that their argument is not that it was legally impossible for any inventor to file in the U.S. Rather, as a

practical matter, due to the near chaotic circumstances which existed during the relevant times, the current Applicants did not have access to either the necessary papers or files for the purpose of initiating such a filing, since all of the files at that time were in the control of the Trustee in Bankruptcy. Accordingly, it is Applicants contention that, taking into account all of the circumstances which prevailed during the relevant periods of time, they were as a practical matter incapable of pursuing the application in the United States sooner than they did.

Applicants note that they submitted a Supplemental Renewed Petition under 37 C.F.R. § 1.137(b) on September 15, 2006, three days before the mailing date of the Decision on the earlier Petition. Based on the proximity of the dates, and the fact that the Decision makes no reference to the September 15 Supplemental Renewed Petition, Applicants believe that it was not considered. However, since that Supplemental Renewed Petition was filed prior to the date of the Decision, Applicants submit that they were entitled to have it considered. Accordingly, a copy is attached hereto as Attachment 1.

The facts set forth hereinbelow are submitted in response to the issues raised in the Decision. In particular, Applicants respectfully submit, for the reasons set forth at length hereinafter, that neither the Applicants nor the Applicants' employers made a decision not to initiate national stage proceedings in the United States, and that they were in fact initially precluded from doing so by the interposition of the bankruptcy proceedings and the early refusal of the

bankruptcy trustee to cooperate. Accordingly, Applicants respectfully submit that MPEP §711.03(c) is not applicable in this instance, and that in fact the delay in initiating national stage proceedings in the United States was unintentional on the part of all parties who were either inventors or assignees during the relevant period.

In support of the latter proposition, Applicants submit the following more detailed description of the facts surrounding this application.

1. Four inventors contributed to the subject matter (hereinafter “the invention”) described in the subject application. They are: Roland Eberl, Heinrich Eberl, Karsten Koenigstein and David Dickerson.

2. At the time the invention was made, at least Messrs. H. Eberl and Dickerson were employees of Physoptics Opt-Electronic GmbH (hereinafter “Physoptics”). Because the invention was made in the course of their employment with Physoptics, the German Employee Invention Code (German: “*Arbeitnehmererfindungsgesetz*”, thus hereinafter “ArbEG”) is applicable. In particular, the ArbEG provides that the invention is to be deemed an “employee invention” (the significance of which is discussed below) as regards the original rights of H. Eberl, Koenigstein and Dickerson.

3. At the time of the present invention, R. Eberl was the “*Geschäftsführer*” (General Manager / CEO) of Physoptics. According to the interpretation of the ArbEG by the German courts, it is not applicable to *Geschäftsführer*.

4. PCT Application No. PCT/EP00/09841 was original filed on October 7, 2000 in the name of Physoptics as applicant (in accordance with European practice).

5. Under the German courts' interpretation of the ArbEG, the original filing of the application in the name of Physoptics for all countries except the US (where the naming of Physoptics as applicant is prohibited by statute) is considered as constituting a demand as set forth in §6, 1st paragraph of the ArbEG on the part of Physoptics for the full rights to the present invention originally held by Eberl, Koenigstein and Dickerson.

6. Section 6, 1st paragraph of the ArbEG provides that, *Der Arbeitgeber kann eine Dienstervindung unbeschränkt oder beschränkt in Anspruch nehmen.*" (English: "*The employer can demand the full or partial rights to an employee invention.*") The effect of this demand is stipulated in §7, 1st paragraph: "*Mit Zugang der Erklärung der unbeschränkten Inanspruchnahme gehen alle Rechte an der Dienstervindung auf den Arbeitgeber über.*" (English: "*All rights to the employee invention pass to the employer upon delivery of a demand for the full rights.*") The extraterritorial consequences of §7, 1st paragraph are explicitly specified in §14, 1st paragraph of the ArbEG, as follows: "*Nach unbeschränkter Inanspruchnahme der Dienstervindung ist der Arbeitgeber berechtigt, diese auch im Ausland zur Erteilung Anzumelden.*" (English: "*Subsequent to a demand for the full rights to the employee invention, the employer is entitled to file these for grant [of a patent] even abroad.*")

7. In Germany, and in countries of the European Patent Convention (EPC), the naming of Physoptics as applicant for all countries except the US means that Physoptics became the *de facto* owner of R. Eberl's rights to the present invention in at least Germany and the territory of the EPC.

8. Mechanisms are provided in the German Patent Code (German: "*Patentgesetz*") as well as the EPC for protecting the owners of patents. For example, §8, first sentence, of the German Patent Code stipulates that, "*Der Berechtigte, dessen Erfindung von einem Nichtberechtigten angemeldet ist, ... kann vom Patentsucher verlangen, daß ihm der Anspruch auf Erteilung des Patents abgetreten wird.*" (English: "*The rightful [owner] whose invention has been filed by a non-rightful [owner] may demand from the person seeking a patent that the right to grant of a patent be assigned to him.*")

9. Similarly, Article 61(1) EPC stipulates:

"If by a final decision it is adjudged that a person referred to in Article 60, paragraph 1, other than the applicant, is entitled to the grant of a European patent, that person may, within a period of three months after the decision has become final, provided that the European patent has not yet been granted, in respect of those Contracting States designated in the European patent application in which the decision has been taken or recognised, or has to be recognised on the basis of the Protocol on Recognition annexed to this Convention:

- (a) *prosecute the application as his own application in place of the applicant,*
- (b) *file a new European patent application in respect of the same invention, or*
- (c) *request that the application be refused.”*

10. Summarizing the above:

i) With the filing of the original PCT application relating to the present invention, Physoptics became the *de jure* global owner of all rights to the present invention originally held by Eberl, Koenigstein and Dickerson.

ii) With the filing of the original PCT application relating to the present invention, Physoptics became the *de facto*, albeit contestable, owner of Eberl's rights to the present invention in at least Germany and the territory of the EPC.

11. Physoptics declared bankruptcy in August 2002, and Dr. Martin Prager was appointed trustee of its assets.

12. As regards the abandonment of protective rights relating to an employee invention to which an employer has demanded the full rights, but for which the employer has yet to adequately compensate the inventor, §16, second paragraph of ArbEG provides, “*Der Arbeitgeber ist berechtigt, das Recht aufzugeben, sofern der Arbeitnehmer nicht innerhalb von drei Monaten nach Zugang der Mitteilung die Übertragung des Rechts verlangt.*” (English: “*The employer is entitled to abandon the right as long as the employee does not demand*

assignment of the right within three months of delivery of a communication [stating that the employer wishes to abandon the right].”)

13. The courts have consistently held that, under §16, second paragraph, of the ArbEG (above), an employer who has yet to adequately compensate the inventor is not entitled to abandon such protective rights without at least three months’ advance notice to the employee.

14. In view of these stipulations of the ArbEG and the self-evident proposition that Physoptics (which was in bankruptcy) did not have the necessary assets to continue prosecution of Physoptics’ numerous patent applications, Dickerson communicated with Dr. Prager several times between Physoptics’ bankruptcy and May 2003 pointing out his legal obligation to prevent abandonment of Physoptics’ patent applications.

15. On May 6, 2003, Dickerson filed a lawsuit against Dr. Prager as trustee of Physoptics seeking a court order that those patent applications within Physoptics’ portfolio to which Dickerson and the other inventors had a legal right (*e.g.*, by virtue of §16, second paragraph, of the ArbEG) be assigned to them.

16. As regards the sale of employee inventions, in the course of bankruptcy proceedings independent of the business, §27, second paragraph, first sentence, of the ArbEG provides that, “*Veräußert der Insolvenzverwalter die Dienstervindung ohne den Geschäftsbetrieb, so hat der Arbeitnehmer ein Vorkaufsrecht.*” (English: “*If the trustee of the bankruptcy [proceedings] sells the*

employee invention without the business, then the employee has a right of preemption.”)

17. On November 3, 2003, Dr. Prager and counsel for Dickerson concluded a preliminary settlement. (Attachment 2.) Pursuant to the terms of section 1 of that settlement, all rights held by Physoptics or Dickerson to patent applications and/or patents for which Physoptics has been registered or acted as application or owner were to be sold to Dickerson in exchange for a fee.

18. In section 2 of the settlement, Dr. Prager confirmed that Physoptics' rights to its IP portfolio had not changed hands since Physoptics' filing for bankruptcy.

19. As a result of the settlement, Dr. Prager transferred all rights to numerous patent applications, including the present application, from Physoptics to Dickerson on November 20, 2003. (Attachment 3.)

20. Summarizing the above:

i) by virtue of the Dr. Prager's aforementioned transfer of rights from Physoptics to Dickerson, on November 20, 2003, Dickerson became the *de jure* global owner of all rights to the present invention originally held by Eberl, Koenigstein and Dickerson, and

ii) Likewise, on November 20, 2003 Dickerson also became the *de facto* owner of R. Eberl's rights to the present invention in at least Germany and the territory of the EPC. This was subsequently ratified by Dickerson and R. Eberl on October 29, 2004, in a document which provided Dickerson with full

and free disposal over several patent applications, including the present application, and patents issuing therefrom.

21. As of the time when he obtained the rights to the invention and to the present application, Dickerson lacked the necessary resources, and it was necessary for him to obtain financing. Moreover, Dickerson, who was otherwise fully employed and therefore could not devote his full time to the project, diligently worked toward the assembly of the necessary materials and resources to initiate U.S. National Stage proceedings. The filing was completed on December 23, 2005, with the submission of appropriate papers and fees to the U.S. Patent and Trademark Office, together with the necessary fees.

22. Because the original PCT Application was filed on October 7, 2000, under the applicable rules governing U.S. national stage proceedings, the U.S. application could have been filed as late as April 7, 2003. On the latter date, however, and for the months that followed, confusion reigned regarding ownership of the application, which prevented Mr. Dickerson or anyone else from pursuing this application in the U.S. Despite the difficulties and confusion which have attended this matter and despite the necessity that he handle the matter *pro se* prior to filing the December 23, 2005 petition, it has at all relevant times been the intention of Mr. Dickerson to file the present application in the United States, and he worked diligently toward that goal. Accordingly, Mr. Dickerson states, through his attorney, that at no time during the period prior to expiration of the 30 month date for filing in the U.S. or thereafter, was there any

intent on his part or on the part of any of the Applicants to abandon this application. Moreover, Applicants also state that the entire delay in filing the required application papers until the filing of a grantable petition pursuant to 37 C.F.R. § 1.137(b) was unintentional.

23. None of the Applicants is a U.S. patent attorney or agent, and none of them is expert in U.S. patent procedures. There is no evidence that any of them ever determined to abandon this application. Rather, they were impeded and frustrated initially by the intransigence of a bankruptcy trustee who refused to cooperate, and subsequently were confronted with the arduous task of reconstructing the files for this and several other applications and then making arrangements for the U.S. filing in an extremely complex legal situation.

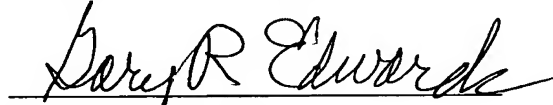
24. Under all the circumstances, including their own lack of expertise, Applicants submit that a delay from April 7, 2003, the last day for U.S. filing and December 23, 2005, when the petition was filed (a period of less than one year), is not unreasonable, and is not so long as to raise presumption of an intention to abandon this application. On the other hand, there is no evidence which suggests such an intention on the part of any of them. Rather, their actions strongly support the conclusion that at all relevant times it was their desire to go forward with this application.

If necessary to effect a timely response, this paper should be considered as a petition for an Extension of Time sufficient to effect a timely response, and

Serial No. 10/562,230
Request Dated: November 20, 2006
PCT/EP00/09841
Attorney Docket No. 101795.56948US

please charge any deficiency in fees or credit any overpayments to Deposit
Account No. 05-1323 (Docket # 101795.56948US).

Respectfully submitted,

A handwritten signature in cursive script, reading "Gary R. Edwards", written over a horizontal line.

Gary R. Edwards

Registration No. 31,824

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No. : 10/562,230 Confirmation No. :
First Named Inventor : David DICKERSON
Filed : December 23, 2005
TC/A.U. :
Examiner :

Docket No. : 101795.56948US
Customer No. : 23911

Title : Information System

SUPPLEMENTAL RENEWED PETITION UNDER 37 CFR 1.137(b)

Mail Stop PETITIONS
Commissioner for Patents
Office of PCT Legal Administration
P.O. Box 1450
Alexandria, VA 22313-1450

September 15, 2006

Sir:

The following comments are submitted to supplement those contained in the renewed petition under 37 C.F.R. § 1.137(b) submitted March 24, 2006 in the above identified application. To date, Applicants have received no decision with regard to the latter renewed petition.

In the original Petition for Revival, filed December 23, 2005, Applicants stated, as required, that "the entire delay in filing the required reply from the due date for the reply until the filing of a grantable petition pursuant to 37 C.F.R. § 1.137(b) was unintentional". In further support of this proposition, Applicants note that a key factor in this case is that at least one entity that was the owner of the rights in the international application was legally incapacitated and thus foreclosed by virtue of a bankruptcy proceeding from taking action in

order to perfect the Applicants' rights in the United States by filing a U.S. National Stage Application. In this regard, Applicants note as follows:

1. One information and belief, the German Inventors' Law entitles the employer of an inventor to all rights to inventions made by the inventor or inventors in the course of performing his or their services for the employer.

2. At the time of the invention, at least some of the inventors named herein were employees of a company known as Physoptics Opto-Electronic GmbH, a German corporation. Under the terms of the aforementioned German Inventors' Law, however, Physoptics became the owner of the rights of their employees with regard to the subject invention by operation of law.

3. During the relevant time period, and prior to expiration of the 30-months period, Physoptics entered bankruptcy in Germany, and a trustee was appointed. Accordingly, Physoptics, the owner of rights in the invention was incapable of taking action with regard to filing the national stage papers in the United States without the consent of the trustee. Physoptics was unable to obtain such consent, and that situation persisted until well beyond the expiration of the 30-months period for submission of a national stage filing in the United States.

4. In November, 2003, David Dickerson, one of the named inventors in the application filed a lawsuit against the trustee in Germany alleging abuse of the German Inventors' Law and also German Patent Law. As a result of this

litigation, a settlement was reached in which Physoptics transferred to Mr. Dickerson all of its rights in the subject application.

5. In addition to Mr. Dickerson, there are other inventors named in the application who were not employees of Physoptics. In order to file in the United States, Mr. Dickerson was required to make a good faith effort to locate these individuals and to obtain their cooperation.

6. When those inventors were located agreement was finally obtained from them so as to be able to proceed. Mr. Dickerson still had to reconstruct the patent application files because they had been lost or misplaced during the bankruptcy proceedings.

7. At all times since then, up to the date when the present application and petition were filed, Mr. Dickerson has moved diligently to perfect his rights in the United States.

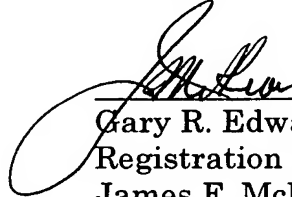
8. Accordingly, it is apparent from the foregoing that the abandonment of this application was unintentional and involuntary on the part of Physoptics, who was precluded by German bankruptcy proceedings from timely filing the U.S. national phase application papers.

Accordingly, Applicants respectfully submit that it has satisfied all requirements for revival of this application under 37 C.F.R. § 1.137(b). In particular, the above facts establish that both the abandonment of this application and the delay in filing the U.S. national stage papers were unintentional, and could not be avoided. Accordingly, Applicants respectfully

request that their petition for revival of this application be granted, and that the application be forwarded for examination.

If necessary to effect a timely response, this paper should be considered as a petition for an Extension of Time sufficient to effect a timely response, and please charge any deficiency in fees or credit any overpayments to Deposit Account No. 05-1323 (Docket #101795.56948US).

Respectfully submitted,



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James F. McKeown
Registration No. 25,406

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HUBER-WILHELM · KARGE · HEILMEIER · ALTWEGER

RECHTSANWÄLTE · STEUERBERATER

ABSCHRIFT

per Telefax: 089 / 85 89 63 - 50

Pluta Rechtsanwalts-gesellschaft mbH
z.Hd. Dr. Martin Prager
Barthstraße 16

80339 München

Bitte bei jeder Zuschrift und Zahlung angeben!

AKTENZEICHEN 03/1378/60/sc
SEKRETARIAT Fr. Kuhr
DURCHWAHL 08161/53 02 61

03.11.2003

David Dickerson ./ Dr. Prager als Insolvenzverwalter über das
Vermögen der Physoptics Opto-Electronic GmbH

Sehr geehrter Herr Kollege Dr. Prager,

in obiger Sache nehmen wir Bezug auf unsere diversen persönlichen
und telefonischen Besprechungen, unser Schreiben vom 29.10.03 und
insbesondere unsere Telefonate vom 30. und 31.10.03.

Wir halten das Übereinkommen der Parteien fest wie folgt:

1. Rechtsanwalt Dr. Prager veräußert an Herrn David Dickerson
sämtliche der Physoptics Opto-Electronic GmbH oder Herrn Di-
ckerson zustehenden Rechte und Patentanmeldungen und/oder
Patente, bei denen die Physoptics Opto-Electronic GmbH als
Anmelderin bzw. Inhaberin eingetragen bzw. aufgetreten ist.
Rechtsanwalt Dr. Prager verpflichtet sich ferner zur Herausgabe
zu den vorbenannten Patentanmeldungen und/oder Patenten zu-
gehörigen Akten und Unterlagen, lagernd teils in der Anwalts-
kanzlei Pluta, Rechtsanwalts-gesellschaft mbH, teils in den vor-
maligen Mieträumen der Firma Physoptics Opto-Electronic
GmbH, Starnberg.

Herr David Dickerson verpflichtet sich hierfür ein Entgelt zu be-
zahlen in Höhe von € [REDACTED]

Dieser Betrag wird fällig Zug um Zug gegen Übergabe der Ak-
ten und Unterlagen.

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85354 FREISING
Postfach 1405, 85314 Freising

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E-MAIL: jurtax@Huber-Wilhelm.de
Internet: http://www.Huber-Wilhelm.de

Schlichtungsstelle nach dem
Bayerischen Schlichtungsgesetz

L. HUBER-WILHELM +
Rechtsanwalt

GERD KARGE
Rechtsanwalt

C. HUBER-WILHELM
Rechtsanwalt /
Fachanwalt für Arbeitsrecht

JOSEF HEILMEIER
Rechtsanwalt

WERNER SCHÖFFMANN
Rechtsanwalt

CHRISTINE MAIER
Rechtsanwältin /
Fachanwältin für Familienrecht

BIRGIT AIGNER
Rechtsanwältin

ERNST ALTWEGER
Steuerberater

In Kooperation mit
AUDITJUR TAX
Steuerberatungs GmbH

BANKVERBINDUNGEN

Bankhaus L. Sparrer Freising
24307 (BLZ 700 310 00)
Swift-Code: BHLSDM1

Sparkasse Freising
2279 (BLZ 700 510 03)
IBAN: DE11700510030000002279

Hypo Vereinsbank Freising
4065328 (BLZ 700 211 80)
IBAN: DE 44 7002 1180 000 0653 28

PGA München
89931-800 (BLZ 700 100 80)

2. Rechtsanwalt Dr. Prager sichert Herrn David Dickerson zu, dass seit seiner Bestellung als Insolvenzverwalter über das Vermögen der Firma Physoptics Opto-Electronic GmbH eine anderweitige Veräußerung, Schenkung, Verwertung, Rechtsteilung, Lizenzierung, Übertragung, Inhaberschaftseintragung o.Ä. von ihm nicht veranlasst oder zu veranlassen gebilligt worden ist und seiner Kenntnis nach nicht stattgefunden hat.
3. Rechtsanwalt Dr. Prager verpflichtet sich, sämtliche für eine amtliche oder anderweitige Anerkennung der Übertragung der hiermit veräußerten Rechte notwendigen Erklärungen, Unterschriften, etc. zu leisten und/oder abzugeben. Hieraus Herrn Rechtsanwalt Dr. Prager entstehende Kosten für Aufwendungen werden von diesem getragen. Dies gilt nicht für Kosten, die mit der Umschreibung der Rechte auf Herrn David Dickerson zusammenhängen, d.h. Amtsgebühren und dgl. Diese treffen Herren David Dickerson.
4. Rechtsanwalt Dr. Prager sichert Herrn David Dickerson zu, dass die Arbeitnehmererfinder Heinrich Eberl und Robert Bücher mit einer Übertragung der Arbeitnehmererfindungen auf einen Dritten einverstanden waren und sind. Allfällige Vergütungsleistungen an die Arbeitnehmererfinder Heinrich Eberl und Robert Bücher aus der Insolvenzmasse bzw. dem Veräußerungserlös zu zahlen, verpflichtet sich Herr Rechtsanwalt Dr. Prager bis zur Höhe des Kaufpreises. Weitergehende Ansprüche der Arbeitnehmererfinder Heinrich Eberl und Robert Bücher übernimmt Herr David Dickerson und stellt Herrn Rechtsanwalt Dr. Prager insofern frei.
5. Herr David Dickerson verzichtet auf sämtliche Schadenersatzansprüche gegen Rechtsanwalt Dr. Prager, die aus seiner Arbeitnehmererfinderschaft oder seiner Stellung als freier Erfinder bezüglich der oben genannten Patentanmeldungen bzw. Patente erwachsen sein könnten.
6. Die Kosten der Auseinandersetzung und dieses Vergleiches werden gegeneinander aufgehoben.

Bei dieser Vereinbarung handelt es sich um einen Rohentwurf, der inhaltlich so zwischen Rechtsanwalt Dr. Prager und Rechtsanwalt Claus Huber-Wilhelm besprochen wurde, vom Wortlaut her allerdings noch abgestimmt werden muss und von Herrn David Dickerson gutgeheißen werden muss.

Zum Zeichen des Einverständnisses bitten wir dieses Schreiben gegengezeichnet an uns zurückzusenden.

Mit freundlichen kollegialen Grüßen

Claus Huber-Wilhelm
Rechtsanwalt

Pluta Rechtsanwalts-ges.mbh
Dr. Martin Prager

PLUTA Rechtsanwalts GmbH Postfach 12 12 09 D-80035 München

David Dickerson
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85354 Freising

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D-80339 München
Postfach 12 12 09
D-80035 München

Tel. 0 89/85 89 63-3
Fax. 0 89/85 89 63-50

münchen@pluta.net
www.pluta.net

München, den 20. November 2003
Dr. Prager/me

**IN 226/02 Insolvenzverfahren über das Vermögen der Phyoptics Opto Electro-
nic GmbH, Münchener Str. 15, 82319 Starnberg**

Patente

DE 100 47 237.0
US 09/962,005
EP 01 122 781.6
PCT/EP00/09843
PCT/EP00/09840
PCT/EP00/09841
PCT/EP00/09842
DE 101 03 922.0
JP 2002-022,598
US 10/066,292
PCT/EP01/05886
DE 101 27 826.8
PCT/EP01/11633
PCT/EP01/11634
PCT/EP02/04030

*I hereby confirm that, as bankruptcy
trustee for the debtor, I have transferred
to you all rights in the above mentioned
patents of Physoptics Opto-Electronics
GmbH, Münchener Street 15 B, 82319
Starnberg.*

Sehr geehrter Herr Dickerson,

hiermit bestätige ich, dass alle Rechte vorgenannte Patentanmeldungen betreffend
von Physoptics Opto-Elektronik GmbH, Münchener Str. 15B in 82319 Starnberg
durch mich als Insolvenzverwalter der Schuldnerin (**Anlage 1**) auf Sie übertragen
wurden.

Mit freundlichen Grüßen


Dr. Martin Prager
Rechtsanwalt
-Insolvenzverwalter-

PLUTA Rechtsanwalts-Gesellschaft mbH Sitz der Gesellschaft: Ulm, HRB 4456 Amtsgericht Ulm
Geschäftsführer: Michael Pluta, RA, vBp | Dr. Joachim Gebler, RA, vBp | Michael Schoor, RA, Stb
Fritz Zanker, RA, Stb | Dr. Stephan Thiemann, RA | Dr. Martin Prager, RA, | Laura Riera, Avv.

To whom it may concern:

It is herewith confirmed that all rights to and deriving from the patent applications

DE 100 47 237.0
US 09/962,005
EP 01 122 781.6
PCT/EP00/09843
PCT/EP00/09840
PCT/EP00/09841
PCT/EP00/09842
DE 101 03 922.0
JP 2002-022,598
US 10/066,292
PCT/EP01/05886
DE 101 27 826.8
PCT/EP01/11633
PCT/EP01/11634
PCT/EP02/04030

have been legally transferred from

Physoptics Opto-Electronic GmbH
Münchner Strasse 15B
82319 Starnberg
Germany

to

David Dickerson
Wippenhauser Strasse 16
85354 Freising
Germany